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America's Mortgage Alliance, Inc.*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

LEHMAN BROTHERS HOLDINGS INC., *et al.*,

Debtors.

Chapter 11
Case No. 08-13555 (SCC)

LEHMAN BROTHERS HOLDINGS INC.,

Plaintiff,

Central Adversary
Docket No. 16-01019 (SCC)

v.

1ST ADVANTAGE MORTGAGE, LLC *et al.*,

Defendants.

LEHMAN BROTHERS HOLDINGS INC.,
Plaintiff,

Individual Adversary
Docket No. 16-01378 (SCC)

v.

AMERICA'S MORTGAGE ALLIANCE, INC.;
AMERICA'S MORTGAGE, LLC,

Defendants.

**AFFIDAVIT OF MESHACH Y. RHOADES IN SUPPORT OF MOTION TO
WITHDRAW AS COUNSEL FOR AMERICA'S MORTGAGE, LLC AND AMERICA'S
MORTGAGE ALLIANCE, INC. PURSUANT TO LOCAL RULE 2090-1(e)**

I, Meshach Y. Rhoades, do hereby state and affirm as follows:

1. I am over eighteen years of age, a citizen of the United States, and a resident of the State of Colorado.
2. I am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
3. I am an attorney licensed to practice in the state of Colorado and a partner at the law firm Armstrong Teasdale LLP ("Armstrong Teasdale").
4. I provide this affidavit in support of Armstrong Teasdale's Motion to Withdraw as Counsel for America's Mortgage, LLC and America's Mortgage Alliance, Inc. Pursuant to Local Rule 2090-1(e).

Representation

5. America's Mortgage, LLC ("AML") and America's Mortgage Alliance, Inc. ("AMA") retained me and my firm, Armstrong Teasdale, to represent them in the above-captioned case.
6. AML and AMA are both defunct and dissolved business entities.
7. AML was a Colorado limited liability company formed in 2001 and dissolved in 2014.
8. AMA was an Arizona corporation incorporated in the state of Arizona in 2004 and then later administratively dissolved in 2012.
9. Although AML and AMA are both defunct entities with no assets, AML and AMA's former officers retained Armstrong Teasdale on behalf of AMA and AML for the defense of this case.

Nonpayment of Fees

10. AML and AMA refuse to pay their legal bills from Armstrong Teasdale.
11. Armstrong Teasdale has issued multiple bills to AML and AMA for work performed in this case that remain unpaid.
12. AML and AMA have stated on multiple occasions that they will not pay any of Armstrong Teasdale's unpaid bills and will not pay any additional charges for legal services by Armstrong Teasdale in this case.
13. Armstrong Teasdale is not asserting any retaining or charging lien against AML or AMA.

Refusal to Follow Legal Advice

14. AML and AMA refuse to follow Armstrong Teasdale's legal advice.
15. Armstrong Teasdale has made specific recommendations to AML and AMA regarding how to litigate this case.
16. AML and AMA have rejected that legal advice.
17. AML and AMA refuse to take the steps necessary to effectuate Armstrong Teasdale's legal advice.
18. There is now a fundamental disagreement between Armstrong Teasdale and AML and AMA regarding Armstrong Teasdale's legal representation of AML and AMA in this matter.
19. AML and AMA refuse to cooperate in their legal representation.
20. In light of this refusal, Armstrong Teasdale can no longer fulfill its ethical obligations to AML and AMA.

Breakdown in Communication

21. Armstrong Teasdale can no longer effectively communicate with AML and AMA.

22. Over the course of several months, AML and AMA have repeatedly failed to respond to written and oral communications from me regarding the progress and litigation of this case.

23. Although I was able to speak to AML and AMA at the end of December about the case and the filing of a motion to withdraw, AML and AMA have again ceased communications with my firm. In my opinion as a lawyer and a partner, AML and AMA's level of responsiveness is insufficient to support a productive attorney-client relationship as this litigation continues because communication has become unreasonably difficult.

24. In light of this breakdown in communication, Armstrong Teasdale can no longer fulfill its ethical obligations to AML and AMA.

Consent to Withdrawal

25. On January 15, 2019, Armstrong Teasdale served AMA and AML with a copy of the Motion to Withdraw.

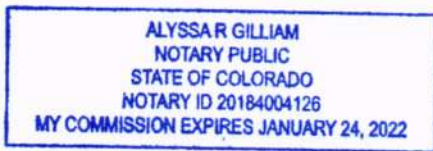
26. AML and AMA have informed me that they no longer wish to be represented by Armstrong Teasdale in this matter and that they consent to withdrawal.


Dated: February 6, 2019



Meshach Rhoades

SWORN TO and SUBSCRIBED before me by Meshach Rhoades on the 6th day of February,
2019





Notary Public in and for the State of Colorado

My Commission Expires:

January 24, 2022